

# EXHIBIT D

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
3 U.S. SECURITIES AND EXCHANGE :  
COMMISSION, :  
4 :  
Plaintiff, :  
5 :  
vs. : No.11 Civ.9645  
6 : (RJS)  
ELEK STRAUB, :  
7 ANDRÁS BALOGH, and :  
TAMÁS MORVAI, :  
8 :  
Defendants. :

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10  
11  
12 VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION  
OF  
13 ZSOLT HERCZEGH  
14  
on

15  
Wednesday, February 12, 2014  
16 commencing at 9.59 a.m.  
17 Taken at:  
Nabarro LLP  
18 Lacon House  
84 Theobald's Road  
19 London, WC1X 8RW  
United Kingdom

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23  
24  
25 Reported by: Thelma Harries, MBIVR, ACR

Zsolt Herczegh

London, UK

February 12, 2014

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<p>1 Hungarian, could you just read it out --</p> <p>2 A Yes.</p> <p>3 Q -- loud, please?</p> <p>4 A The Hungarian says "egyes szerződéses</p> <p>5 feltételekről". In English it is "certain</p> <p>6 contractual conditions". So this should read, this</p> <p>7 sentence, like, "could certain terms of the</p> <p>8 contractual conditions be settled by phone" and not</p> <p>9 "the first".</p> <p>10 Q Okay. So let's go back to the e-mail</p> <p>11 at the centre of the page, on the second page, from</p> <p>12 Mr. Balogh to you with a copy to Mr. Kisjuhász and</p> <p>13 Mr. Dankó dated July 5th, 2005, at 10:20 a.m.</p> <p>14 Is that an e-mail that -- that you</p> <p>15 received from Mr. Balogh at about -- at about that</p> <p>16 date and time?</p> <p>17 A Yes.</p> <p>18 Q And is that forwarding an e-mail from</p> <p>19 Mr. Szendrei to Mr. Balogh dated July 4th, 2005?</p> <p>20 A Yes.</p> <p>21 Q Okay. And moving up to the top of</p> <p>22 the page, the e-mail says it's from Dr. Zsolt</p> <p>23 Herczegh addressed to Mr. András Balogh dated July</p> <p>24 5th, 2005, 10:05.</p> <p>25 Is that an e-mail that you sent to</p>	<p>1 Mr. Balogh after receiving that e-mail, thanking</p> <p>2 Mr. Balogh for the material, but the time is 10:05.</p> <p>3 I can follow up on cross, if you</p> <p>4 want.</p> <p>5 BY MR. DODGE:</p> <p>6 Q Mr. Herczegh, do you see the time</p> <p>7 references that Mr. Sullivan just referred to?</p> <p>8 A I see the time reference.</p> <p>9 Q Do you have any understanding as to</p> <p>10 how that -- how the timing of those two e-mails</p> <p>11 relate to one another?</p> <p>12 A No, I don't know why there is</p> <p>13 a difference in the timing.</p> <p>14 Q Okay. So on the page, the e-mail</p> <p>15 that -- that you sent in response, appears to have</p> <p>16 an earlier time than the e-mail you were responding</p> <p>17 to. Is that the way you see it?</p> <p>18 A Based on this paper, yes. However,</p> <p>19 there could be technical details which I'm not able</p> <p>20 to explain.</p> <p>21 Q Okay. So do you have any firsthand</p> <p>22 knowledge of how Magyar Telekom's computer system</p> <p>23 applied date and time stamps to -- to e-mails?</p> <p>24 A No. It's too technical.</p> <p>25 Q Okay. Do you have a general</p>
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<p>1 Mr. Balogh at about 10:05 on July 5th, 2005?</p> <p>2 A Yes.</p> <p>3 Q And you describe the question that</p> <p>4 you were asking Mr. Balogh.</p> <p>5 Did you have conversations with</p> <p>6 Mr. Balogh following sending him this e-mail?</p> <p>7 A Yes.</p> <p>8 Q Tell me about that conversation or</p> <p>9 those conversations?</p> <p>10 A As I recall, it was a phone</p> <p>11 conversation -- a phone conversation, and we</p> <p>12 discussed by phone how to finalise the draft</p> <p>13 agreement by putting into the specific details.</p> <p>14 Q Was Mr. Balogh providing you the</p> <p>15 specific details to put into the agreement?</p> <p>16 A Yes.</p> <p>17 Q And do you recall what specific</p> <p>18 details he provided to you?</p> <p>19 A By now I don't have a memory on this;</p> <p>20 on the details.</p> <p>21 MR. SULLIVAN: I'll just note for the</p> <p>22 record again, in connection with the e-mail chain,</p> <p>23 Bob, it looks like there was an e-mail sent by</p> <p>24 Mr. Balogh to Mr. Herczegh at 10:20, 5.7.2005, and,</p> <p>25 according to the testimony, he responded to</p>	<p>1 recollection as to the sequence of the e-mails?</p> <p>2 Which one came first and which one came second?</p> <p>3 A The sequence in this printed version</p> <p>4 is accurate.</p> <p>5 Q Okay. So when you say that, do you</p> <p>6 mean to say that the e-mail with the time stamp of</p> <p>7 10:05 was sent after the e-mail with the time stamp</p> <p>8 10:20?</p> <p>9 A Yes.</p> <p>10 Q Is that right?</p> <p>11 And do you have a recollection as to</p> <p>12 whether the dates, July 5th, 2005, on both e-mails,</p> <p>13 whether that appears to be consistent with your</p> <p>14 memory?</p> <p>15 A Yes, it's consistent with my memory.</p> <p>16 MR. DODGE: I'm handing you a</p> <p>17 document that's been marked Exhibit 96.</p> <p>18 Exhibit 96 is a 2-page document Bates</p> <p>19 number MT-MAK 1052083, the second page number</p> <p>20 1052083-T. The first page is an e-mail written in</p> <p>21 Hungarian dated July 5th, 2005, 5:19 a.m. from</p> <p>22 András Balogh to Zsolt Herczegh. The second page</p> <p>23 appears to be an English language translation of</p> <p>24 the first page.</p> <p>25</p>

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<p>1 this, if the signing party is StoneBridge.</p> <p>2 Q So, in other words, is it correct</p> <p>3 that you double-checked to see whether the board of</p> <p>4 directors of StoneBridge would have to approve</p> <p>5 these two agreements?</p> <p>6 A Yes. It refers to a double-check,</p> <p>7 yes.</p> <p>8 Q You note in your e-mail that Zoltán</p> <p>9 Kisjuhász, the Chief Executive Officer of</p> <p>10 StoneBridge. Do you see that?</p> <p>11 A Yes.</p> <p>12 Q Did you discuss these agreements with</p> <p>13 Mr. Kisjuhász?</p> <p>14 A As I recall, yes.</p> <p>15 Q And what do you recall from those</p> <p>16 discussions?</p> <p>17 A I do not have specific memory or</p> <p>18 recollection on this but, as I recall, I informed</p> <p>19 him that there is a change in the contracting</p> <p>20 parties, and he, at that time or around that time,</p> <p>21 CEO of that company, would be the signing party.</p> <p>22 Q What did Mr. Kisjuhász say to you, if</p> <p>23 anything?</p> <p>24 A I don't have a specific recollection</p> <p>25 on this.</p>	<p>1 see that?</p> <p>2 A I see that.</p> <p>3 Q And did you put that date in for the</p> <p>4 same reason?</p> <p>5 A Yes.</p> <p>6 Q Your e-mail on Exhibit 54 was sent to</p> <p>7 -- you sent it to Mr. Balogh, Mr. Morvai and</p> <p>8 Mr. Dankó.</p> <p>9 Did you have any discussions with any</p> <p>10 of those individuals about the dating of these</p> <p>11 documents.</p> <p>12 A My general recollection is that, that</p> <p>13 I raised the issue of dating to Mr. Dankó.</p> <p>14 Q And is this the conversation that you</p> <p>15 referred to earlier in your testimony?</p> <p>16 A Yes.</p> <p>17 Q And thinking back on your earlier</p> <p>18 testimony on that subject, is there any more detail</p> <p>19 that you didn't give us earlier that you can give</p> <p>20 us now?</p> <p>21 A No.</p> <p>22 Q Did you ever have any discussions</p> <p>23 with Mr. Balogh about the dating of these</p> <p>24 contracts?</p> <p>25 A I don't recall that.</p>
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<p>1 Q When did that conversation take</p> <p>2 place?</p> <p>3 A On or about 31st August, 2005.</p> <p>4 Q If you look at the first page of the</p> <p>5 labour law agreement, which is Bates number MT-MAK</p> <p>6 1010430, the document says "concluded on June 1st,</p> <p>7 2005", do you see that?</p> <p>8 A Yes.</p> <p>9 Q If -- now, this is a document that</p> <p>10 you prepared on -- on or about August 31st, 2005 --</p> <p>11 A Yes.</p> <p>12 Q -- is that right?</p> <p>13 If you prepared it on August 31st,</p> <p>14 2005, why did you put the date June 1st, 2005?</p> <p>15 A As I recall, I received instruction</p> <p>16 for that date.</p> <p>17 Q From whom?</p> <p>18 A Most probably from Mr. Ferenc</p> <p>19 Vaczlavik.</p> <p>20 Q Did you have any understanding as to</p> <p>21 why that date should be chosen?</p> <p>22 A No.</p> <p>23 Q Now, the same thing for the second</p> <p>24 agreement. It's on page 1010439. It has the same</p> <p>25 -- it's concluded on June 1st, 2005, date. Do you</p>	<p>1 Q Did you ever have -- ever have any</p> <p>2 discussions with Mr. Morvai about the dating of</p> <p>3 these contracts?</p> <p>4 A No.</p> <p>5 Q Did you ever have any conversations</p> <p>6 with Mr. Straub, Elek Straub, about the dating of</p> <p>7 these contracts?</p> <p>8 A No.</p> <p>9 Q Was -- what was -- what was</p> <p>10 StoneBridge?</p> <p>11 A My general understanding was that</p> <p>12 StoneBridge is a holding company with a registered</p> <p>13 office in Macedonia. By that time, August 2005, it</p> <p>14 was 100 per cent owned subsidiary of Magyar</p> <p>15 Telekom.</p> <p>16 Earlier there were three shareholders</p> <p>17 in that company, but the other two co-shareholders</p> <p>18 were both out by Magyar Telekom as part of share</p> <p>19 purchase transactions.</p> <p>20 Q You said -- you referred to</p> <p>21 StoneBridge as a -- as a holding company. Do you</p> <p>22 know whether Mr. -- whether Stone -- whether</p> <p>23 StoneBridge had any telecommunications operations</p> <p>24 in Macedonia?</p> <p>25 A I don't have specific information on</p>

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<p>1 Mr. Balogh, primarily by e-mail, is that right?</p> <p>2 A By e-mail and, as I recall, there</p> <p>3 were one or two phone calls.</p> <p>4 Q But in your telephone conversations</p> <p>5 with -- that you just referenced, you never</p> <p>6 specifically discussed, or even generally</p> <p>7 discussed, Mr. Balogh's negotiations or</p> <p>8 interactions with regard to putting the consultancy</p> <p>9 agreements together with counterparties, is that</p> <p>10 right?</p> <p>11 MR. DODGE: Objection. Form.</p> <p>12 MR. SULLIVAN: I'm happy to rephrase</p> <p>13 it.</p> <p>14 BY MR. SULLIVAN:</p> <p>15 Q In those conversations --</p> <p>16 A Yes, please.</p> <p>17 Q -- did you ever discuss with</p> <p>18 Mr. Balogh his negotiations with the parties to the</p> <p>19 consultancy agreements, as opposed to what the</p> <p>20 agreements would contain?</p> <p>21 A My general recollection, from that</p> <p>22 time, that he was the one who discussed with</p> <p>23 Mr. Kefaloyannis. That's how I can answer your</p> <p>24 question.</p> <p>25 Q Right. And you never discussed with</p>	<p>1 Q Now, just so that I'm clear, you</p> <p>2 played no role in the Magyar Telekom internal</p> <p>3 investigation, correct?</p> <p>4 A I had certain coordination efforts</p> <p>5 throughout the internal investigation at Magyar</p> <p>6 Telekom starting from 2006.</p> <p>7 Q Didn't those coordination efforts</p> <p>8 primarily relate to helping people obtain counsel</p> <p>9 in connection with the internal investigation?</p> <p>10 A I can provide you a general answer</p> <p>11 without going to too much details, not to breach</p> <p>12 any kind of privilege related --</p> <p>13 Q I understand.</p> <p>14 A -- issues. But the answer in</p> <p>15 general, yes.</p> <p>16 Q And in that regard -- and I won't go</p> <p>17 beyond this limited question.</p> <p>18 In that regard did you have any role</p> <p>19 in regard to my client and his retention of me or</p> <p>20 my firm as counsel?</p> <p>21 A Yes.</p> <p>22 Q And what was that?</p> <p>23 A My general recollection is that, as</p> <p>24 the internal investigation started, White &amp; Case,</p> <p>25 the law firm engaged with the internal</p>
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<p>1 him what he discussed with Mr. Kefaloyannis with</p> <p>2 regard to negotiating the consultancy agreements?</p> <p>3 A No.</p> <p>4 MR. DODGE: Objection. Form.</p> <p>5 BY MR. SULLIVAN:</p> <p>6 Q That's fine. You can answer.</p> <p>7 A My answer is, no, I don't know the</p> <p>8 background details.</p> <p>9 Q Okay. You never attended Magyar</p> <p>10 Telekom board of director meetings where these</p> <p>11 negotiations might have been discussed, right?</p> <p>12 A I didn't attend to Magyar Telekom</p> <p>13 board meetings around that time.</p> <p>14 Q All right. And you never attended</p> <p>15 any negotiation sessions or management meetings</p> <p>16 where the consultancy agreements or their terms</p> <p>17 were discussed, correct?</p> <p>18 A No, I didn't attend to -- correct.</p> <p>19 I didn't have attend to top management meetings to</p> <p>20 discuss these term.</p> <p>21 Q Now, in fact, you basically weren't</p> <p>22 senior enough to personally discus the negotiation</p> <p>23 aspects of these consultancy agreements with top</p> <p>24 Magyar Telekom executives, true?</p> <p>25 A True.</p>	<p>1 investigation, started to interview executives at</p> <p>2 the company, as well as the SEC also notified the</p> <p>3 company that it would like to interview certain top</p> <p>4 executives. And, based on the general negotiations</p> <p>5 with the company's law firm, Crowell &amp; Moring, it</p> <p>6 was recommended that, to encourage the cooperation</p> <p>7 of these executives, the company retains US legal</p> <p>8 counsel for that purpose.</p> <p>9 My involvement generally was that to</p> <p>10 keep contact with Crowell &amp; Moring on this, and</p> <p>11 keep also contact with the law firms or potential</p> <p>12 law firms for that purpose.</p> <p>13 Q Okay, thank you. Let me turn to the</p> <p>14 2001 acquisition by Magyar of MakTel.</p> <p>15 My understanding is that you don't</p> <p>16 have any information related to that acquisition</p> <p>17 because you weren't at the company during 2001, is</p> <p>18 that right?</p> <p>19 A That is right.</p> <p>20 Q All right. Let me move to the 2004</p> <p>21 buy-out of Cosmotelco shares.</p> <p>22 A Yes.</p> <p>23 Q You talk about that with Mr. Dodge</p> <p>24 earlier, right?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 158</p> <p>1 to and not according to a specific date. So</p> <p>2 doesn't that suggest that task is elevated above</p> <p>3 date?</p> <p>4 MR. DODGE: Objection. Form.</p> <p>5 (Interruption)</p> <p>6 BY MR. SULLIVAN:</p> <p>7 Q If you're comfortable answering, you</p> <p>8 can answer. You don't have to wait.</p> <p>9 A That section suggests -- suggests</p> <p>10 that the completion itself is more important than</p> <p>11 the date.</p> <p>12 Q Thank you. Okay, let's turn to</p> <p>13 Exhibit 45. I want to draw your attention to page</p> <p>14 2 of Exhibit 45. And particularly with regard to</p> <p>15 page 2, do you see Section 2.4?</p> <p>16 A Yes.</p> <p>17 Q And 2.4 states,</p> <p>18 "The Parties agree that it shall be</p> <p>19 provided that nothing shall breach the provisions</p> <p>20 of the United States Foreign Corrupt Practices</p> <p>21 Act."</p> <p>22 Do you see that?</p> <p>23 A I see that.</p> <p>24 Q And do you understand that the FCPA</p> <p>25 prohibits the bribery of foreign officials?</p>	<p style="text-align: right;">Page 160</p> <p>1 Q Okay, but all of the templates were</p> <p>2 premised upon negotiations between the parties,</p> <p>3 isn't that right?</p> <p>4 MR. DODGE: Objection. Lack of</p> <p>5 foundation.</p> <p>6 BY MR. SULLIVAN:</p> <p>7 Q Well, let me just simply ask you</p> <p>8 this.</p> <p>9 There were negotiations between</p> <p>10 representatives of Magyar, including my client and</p> <p>11 representatives of the other parties, whereby</p> <p>12 provisions were -- resulted. Isn't that fair?</p> <p>13 MR. DODGE: Objection. This witness</p> <p>14 has already testified that he wasn't involved with,</p> <p>15 in or present for any of those negotiations.</p> <p>16 BY MR. SULLIVAN:</p> <p>17 Q Did you understand Mr. Balogh to be</p> <p>18 a part of those negotiations?</p> <p>19 A My general understanding was that,</p> <p>20 that he is one of the contact persons with respect</p> <p>21 to the negotiations.</p> <p>22 Q And --</p> <p>23 A In which I was not involved.</p> <p>24 Q All right. And, Mr. Herczegh, you</p> <p>25 didn't add the FCPA provision, right?</p>
<p style="text-align: right;">Page 159</p> <p>1 A At that time I was not aware of the</p> <p>2 US Foreign Corrupt Practices Act. Later on</p> <p>3 I understood the requirements under this Act.</p> <p>4 Q But it's fair to say that that</p> <p>5 provision was inserted as a result of the</p> <p>6 negotiations that ensued and, in fact, were led by</p> <p>7 Mr. Balogh, isn't that right?</p> <p>8 MR. DODGE: Objection. Lack of</p> <p>9 foundation.</p> <p>10 MR. SULLIVAN: If he knows.</p> <p>11 THE WITNESS: Let me refresh my</p> <p>12 memory by reading these documents.</p> <p>13 BY MR. SULLIVAN:</p> <p>14 Q Certainly.</p> <p>15 A (Witness reviewed the document) If</p> <p>16 we see Plaintiff's Exhibit Number 97, which is the</p> <p>17 e-mail chain with Mr. Balogh, Mr. Kefaloyannis and</p> <p>18 myself, there is an attachment, we already</p> <p>19 discussed and covered in the previous section. And</p> <p>20 it also has Section 2.4 on page 3, which also</p> <p>21 contains the same reference of this Act.</p> <p>22 So I think the reason to having this</p> <p>23 section in the signed version, discussed under</p> <p>24 Plaintiff's Exhibit 45, is this. It's coming from</p> <p>25 that template.</p>	<p style="text-align: right;">Page 161</p> <p>1 A No, I didn't add this provision.</p> <p>2 I added by using the template I received;</p> <p>3 template, the sample I received.</p> <p>4 Q Now, we've established earlier,</p> <p>5 Mr. Herczegh, that you are a lawyer, correct?</p> <p>6 A Yes.</p> <p>7 Q And you understand that a contracts</p> <p>8 date is when the contract has been established by</p> <p>9 the contracting parties, correct?</p> <p>10 A Yes.</p> <p>11 Q You also understand that the date is</p> <p>12 chosen to reflect the parties' intent and when</p> <p>13 obligations begin, right?</p> <p>14 A Yes.</p> <p>15 (Witness continued to review the documents)</p> <p>16 Q Mr. Herczegh, can I have your</p> <p>17 attention for these series of questions?</p> <p>18 A Yes.</p> <p>19 Q Thank you very much.</p> <p>20 All contracts are proper and</p> <p>21 appropriate under Hungarian law, right?</p> <p>22 A Yes.</p> <p>23 Q Sometimes oral contracts are</p> <p>24 memorialised with a subsequent written agreement,</p> <p>25 correct?</p>

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<p>1 A Yes.</p> <p>2 Q Hadn't you, in fact, done that with</p> <p>3 other vendors? That is, accept services and then</p> <p>4 have a memorialisation or a relationship</p> <p>5 afterwards?</p> <p>6 A I didn't have experience at Magyar</p> <p>7 Telekom at that time in this aspect.</p> <p>8 Q Well, actually, at that time, while</p> <p>9 you were at Magyar, you received advice and</p> <p>10 counselling from lawyers, or at least one lawyer,</p> <p>11 before you actually had an engagement letter, isn't</p> <p>12 that right?</p> <p>13 A Can you rephrase the question,</p> <p>14 please?</p> <p>15 Q On at least one occasion you received</p> <p>16 legal advice from a lawyer without having an</p> <p>17 engagement letter which you subsequently executed</p> <p>18 later, isn't that right?</p> <p>19 A What do you mean on that? I don't</p> <p>20 understand the question, sorry.</p> <p>21 Q All right. My question is, sometimes</p> <p>22 people engage parties to work before they have</p> <p>23 a signed written agreement, and I've asked you if</p> <p>24 you've ever done that while at Magyar Telekom?</p> <p>25 A At that time in 2004?</p>	<p>1 (Exhibit Defendant's 2 marked for</p> <p>2 identification)</p> <p>3 BY MR. SULLIVAN:</p> <p>4 Q This is an e-mail chain -- if we</p> <p>5 start at the top --from Ballas Pelecanos &amp;</p> <p>6 Associates. This is back in 2004, October 22nd,</p> <p>7 2004 to you.</p> <p>8 "Believe me I know 'hurry'.</p> <p>9 " Take care and have a wonderful</p> <p>10 weekend. Grace."</p> <p>11 Earlier you tell Grace,</p> <p>12 "Thanks for your e-mail. You are</p> <p>13 right, my e-mail was contradictory. Do not take</p> <p>14 further steps in this matter."</p> <p>15 She clarifies that below, "Do not</p> <p>16 take further steps".</p> <p>17 And at the beginning of the next</p> <p>18 page,</p> <p>19 "Thank you very much for your letter,</p> <p>20 Grace, and explanation. This is sufficient for us.</p> <p>21 "I did not find an engagement letter</p> <p>22 between your firm. I would be grateful if you</p> <p>23 could prepare a draft engagement letter between</p> <p>24 your firm and mine."</p> <p>25 And the earlier part of the e-mail</p>
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<p>1 Q Ever. I'll say ever?</p> <p>2 A I mean, that could be an example for</p> <p>3 that.</p> <p>4 Q Okay. And that actually was an</p> <p>5 example that specifically related to you, where you</p> <p>6 received advice from a lawyer, took it, and then</p> <p>7 asked to prepare an engagement letter later, right?</p> <p>8 A At that time I didn't engage, as an</p> <p>9 in-house counsel, outside counsel.</p> <p>10 Sorry if my answer is confusing.</p> <p>11 I just connected your question to 2004, October,</p> <p>12 but, by that time, Baker &amp; McKenzie was already</p> <p>13 engaged for that purpose.</p> <p>14 But I must -- I would like to add</p> <p>15 that I can imagine a situation when parties start</p> <p>16 to work and include their oral agreement in</p> <p>17 a written form.</p> <p>18 Q And that they memorialise their</p> <p>19 understanding at a later time?</p> <p>20 A Yes.</p> <p>21 Q All right.</p> <p>22 MR. SULLIVAN: And, in fact, I'm</p> <p>23 going to show you Defendant's Exhibit 2 just to</p> <p>24 clarify my earlier questions.</p> <p>25</p>	<p>1 relates to the work and the information that she</p> <p>2 was giving you.</p> <p>3 So, in fact, does that clarify your</p> <p>4 recollection that with many people and many</p> <p>5 circumstances agreements are reached that are</p> <p>6 memorialised later?</p> <p>7 A Yes. Now I see your point. Sorry</p> <p>8 I -- I -- I didn't recognise or realise what you</p> <p>9 meant.</p> <p>10 This e-mail correspondence appears to</p> <p>11 be 2004 October transaction, as part of which I was</p> <p>12 requested, as I recall by Mr. Dankó, to make</p> <p>13 a quick company search, and that is why, just right</p> <p>14 before the signing of the agreement, just to check</p> <p>15 the contracting party. And, since it was a signing</p> <p>16 and closing, we have done this in a hurry and,</p> <p>17 first, I got the contact for a law firm to ask for</p> <p>18 quick assistance, and, as part of this job,</p> <p>19 I realised that there is no engagement -- no</p> <p>20 written engagement between MT and that law firm, so</p> <p>21 I referred that just to complete that one as well.</p> <p>22 So now I realise and recognise what</p> <p>23 you meant.</p> <p>24 Q Understood, and thank you for that</p> <p>25 clarification.</p>



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<p>1 So just to reiterate. Sometimes</p> <p>2 people engage in agreements or associations and</p> <p>3 memorialise them later, isn't that right?</p> <p>4 A Yes.</p> <p>5 Q Okay. Now, earlier I referenced</p> <p>6 a statement about a contracts dates as being when</p> <p>7 a contract has been established by the parties and</p> <p>8 has chosen to reflect their parties and when</p> <p>9 obligations begin. Do you remember that?</p> <p>10 A Earlier, you mean you asked today?</p> <p>11 Q Earlier I asked you -- yes, those</p> <p>12 questions.</p> <p>13 Do you agree that a contracts date is</p> <p>14 when the contract has been established by the</p> <p>15 parties and it's chosen to reflect their intent and</p> <p>16 when obligations begin?</p> <p>17 A If it reflects the intent, yes.</p> <p>18 Q Okay. Now, we've been through a lot</p> <p>19 of different versions of the consultancy</p> <p>20 agreements, correct?</p> <p>21 A Yes.</p> <p>22 Q All right. I just want to reference</p> <p>23 the three final versions, Exhibit 45, 51 and 52.</p> <p>24 To make it easy, I'm just going reference</p> <p>25 Exhibit 45. Do you see Exhibit 45?</p>	<p>1 Q The June 1st, 2005 date on the first</p> <p>2 page is something that you can't contradict as</p> <p>3 being the date when the contract was established by</p> <p>4 the contracting parties?</p> <p>5 MR. DODGE: Objection to the form.</p> <p>6 THE WITNESS: I can -- cannot say</p> <p>7 anything on the contrary. It doesn't refer to the</p> <p>8 signing date. That's what I can add.</p> <p>9 BY MR. SULLIVAN:</p> <p>10 Q Understood. But I'm not asking you</p> <p>11 about signing because, as we've established</p> <p>12 earlier, sometimes signing, memorialisation, occurs</p> <p>13 after the intent is formed, the promises are made,</p> <p>14 and the obligations begin. Isn't that right?</p> <p>15 A I see your point. That could refer</p> <p>16 to the origination of the agreement of the</p> <p>17 contracting parties.</p> <p>18 Q All right. And if we move forward to</p> <p>19 the last page, page 9. Page 9 references the</p> <p>20 completion of required performances as having been</p> <p>21 completed on August 15, 2005. Do you see that?</p> <p>22 A Which exhibit?</p> <p>23 Q I'm sorry. The same exhibit, last</p> <p>24 page, the performance certificate protocol.</p> <p>25 A I see that.</p>
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<p>1 A Yes, I see that.</p> <p>2 Q Can you see Exhibit 51? I'm going to</p> <p>3 reference Exhibit 51 for you in this dialogue, but</p> <p>4 I just want to make sure you're familiar with 45,</p> <p>5 51 and 52, okay?</p> <p>6 A 45?</p> <p>7 Q 45 -- fifty --</p> <p>8 A 51.</p> <p>9 Q -- one and 52.</p> <p>10 A And 52.</p> <p>11 Q And they are what you've testified</p> <p>12 earlier to, as being final executed consultancy</p> <p>13 agreements between Chaptex and MakTel relating to</p> <p>14 labour law, frequency fee, and Macedonian</p> <p>15 electronic communication issues --</p> <p>16 telecommunication issues, is that right?</p> <p>17 A Yes.</p> <p>18 Q All right. The first page of</p> <p>19 Plaintiff's Exhibit 51 references the statement</p> <p>20 "concluded on June 1st, 2005". Do you see that?</p> <p>21 A I see that.</p> <p>22 Q You have no way to contradict that</p> <p>23 that date does -- does reflect the activity being</p> <p>24 established by the contracting parties?</p> <p>25 A Can you repeat, please?</p>	<p>1 Q Okay. And regardless of the signing,</p> <p>2 you are in no position to contest or contradict the</p> <p>3 representation that, as of that date, August 15th,</p> <p>4 the results were achieved as contemplated under the</p> <p>5 performance section of the contract; the</p> <p>6 modification of the rules relating to participation</p> <p>7 of the Trade Union. Isn't that right?</p> <p>8 MR. DODGE: Objection to the form.</p> <p>9 THE WITNESS: I'm not in the position</p> <p>10 to contest or to say anything on the contrary.</p> <p>11 MR. SULLIVAN: Okay. Let me take</p> <p>12 5 minutes.</p> <p>13 Thank you very much, Mr. Herczegh.</p> <p>14 I may have a few additional questions, I may not.</p> <p>15 VIDEOGRAPHER: Going off the record</p> <p>16 at 3:13.</p> <p>17 (A short recess at 3:13 p.m.)</p> <p>18 (Resumed at 3:20 p.m.)</p> <p>19 VIDEOGRAPHER: Going back on the</p> <p>20 record at 3:20 p.m.</p> <p>21 MR. SULLIVAN: Thank you,</p> <p>22 Mr. Herczegh. I don't have any questions on behalf</p> <p>23 of Mr. Balogh at this time.</p> <p>24 THE WITNESS: Thank you. Understood.</p> <p>25 CROSS-EXAMINATION</p>